

E A S E M E N T

THIS INDENTURE, Made and entered into this 18th day of April, 1969, by and between ANACONDA ALUMINUM COMPANY, a Montana corporation, GRANTOR, and THE CITY OF COLUMBIA FALLS, a municipal corporation of Montana, whose post office address is Drawer G, Columbia Falls, Montana, GRANTEE, WITNESSETH:

That the Grantor, in consideration of the sum of one dollar (\$1.00) to it in hand now paid by the Grantee, and other good and valuable considerations, does hereby grant and convey unto the said Grantee, and to its successors and assigns, the right to flood the following described property, situate in the County of Flathead, State of Montana, to wit:

- PARCEL #1 - Located in the Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, T. 31 N., R. 20 W., M.P.M., containing approximately 0.2 acre;
- PARCEL #2 - Located in the Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, T. 31 N., R. 20 W., M.P.M., containing approximately 0.8 acre;
- PARCEL #3 - Located in the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, T. 31 N., R. 20 W., M.P.M., containing approximately 13.4 acres; and
- PARCEL #4 - Located in the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 34, T. 31 N., R. 20 W., M.P.M., containing approximately 2.2 acres.

All of the foregoing parcels are shown in red cross-hatching on Maps #1 and #2 attached hereto and hereby made a part hereof. Waters which are impounded, stored, or detained by the Grantee's dam may flood said lands not to exceed an elevation of 3,243 feet above sea level.

Provided, however, that as a part of the consideration for this conveyance Grantee agrees to construct without cost to the

Grantor a 12" diameter pipe take off from the water main pipe at or near the dam with a proper valve to be placed and locked so it is available to Anaconda Aluminum Company to be used for Emergency Purposes only. Water used will be charged at City of Columbia Falls industrial rate.

It is understood and agreed that said easement shall be used in such manner as to constitute the least possible interference with the Grantor and its operations, that said easement is expressly made subject to any and all rights of way and easements heretofore granted, laid out, used, or established and now existing upon the said premises for any purpose whatsoever, and subject to all reservations and exceptions contained in the United States patents or any deed of record, and that the Grantee shall indemnify and hold the Grantor harmless from and against any and all claims, demands, or actions for damages for injury to property or to persons arising out of or resulting from Grantee's use and occupation of said premises.

It is the understanding and intention of the parties hereto that the Grantor grants an easement as hereinabove described for the purpose of flooding the lands of Grantor shown on Maps #1 and #2 attached hereto and hereby made a part hereof; provided, however, that, if the land hereinabove described, or any part thereof, ceases to be used for said purposes, then the ownership, right, title and interest herein conveyed shall immediately revert to and revest in the Grantor, its successors and assigns, to the extent that such right of way may be abandoned or discontinued.

Together with the right of ingress and egress at any time over and upon the above described land of the Grantor, and with the right to clear underbrush, trees, and other matter upon said property within the area which may be flooded.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its corporate name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ANACONDA ALUMINUM COMPANY

By /s/ James F. Smith

Its Vice President

ATTEST:

/s/ B. E. Johnson

Its Assistant Secretary

STATE OF Kentucky,

ss.

County of Jefferson.

On this 18th day of April, in the year 1969, before me, the undersigned, a Notary Public for the State of Kentucky, personally appeared James F. Smith known to me to be the Vice President of ANACONDA ALUMINUM COMPANY, the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

/s/ Anne G. Stengell

Notary Public for the State of Kentucky

Residing at Louisville, Kentucky

My Commission expires August 1, 1972